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PUBLICATIONS

Division of Publications

Office of Tennessee Secretary of State Tre Hargett

312 Rosa L. Parks Avenue, 8th Floor

Nashville, Tennessee 37243

615-741-2650

Application for the No Trespass Public Notice List

Instructions: Type or print your answers. If an answer does not apply, write "N/A." **Attach** additional sheets if you are unable to answer in the space provided. This application must be completed with the following information pursuant to Tenn. Code Ann. § 39-14-405. A **nonrefundable** registration fee of \$25.00, payable to the Department of State, must accompany this application.

1. Name of Business (Full Legal Name): PROMARK PERCUSSION
Business Address: 301 GEORGE WHITFIELD INDUSTRIAL PARK ROAD
City: ELKTON State: TH Zip Code: 38455 CONTACT IS
Phone: 931-468-2650 Email Address: EDWARD.MOORE@DADDARIO.COM ED MOORE

2. If the employer is a corporate entity, please provide the following information of a member, officer, partner, or other individual with authority to act on behalf of the corporate entity.

Name: THOMAS STACK
Business Address: 595 SMITH STREET
City: FARMINGDALE State: NEW YORK Zip Code: 11735
Phone: 631-439-3343 Email Address: tom.stack@daddario.com

3. The address and legal description of the property (provide at least one):

Metes and Bounds Description: _____

Lot Number: _____ Map and Parcel Number: 158-9.03

Any other description which was accepted for recording by the County Register of Deeds at the time of the most recent recorded filing for that property and that is contained in the body of the duly recorded document: _____

4. Description of employer's legal basis to assert private property rights over the property (e.g., a leasehold interest, ownership by warranty deed of property, etc.): _____

OWNERSHIP - OPERATION OF SAW MILL & KILN OPERATIONS.

✓ 5. Required Documents: An applicant must submit a copy of a document or document(s) evidencing the employer's private property rights. This document may be one of the following:

- ✓ • A deed that has been duly recorded with the County Register of Deeds of the county in which the property is located and which lists the employer as a grantee of the property.
- A duly recorded contract/purchase agreement which lists the employer as a purchaser.
- A duly recorded easement listing the employer as the person or entity entitled to the easement.
- A power of attorney listing the employer as the grantee, in combination with a duly recorded document evidencing a property ownership interest of the grantor.
- A lease agreement listing the employer as a lessee and the property owner as the lessor, along with a document (as set forth above) evidencing the property owner's ownership interest in the property.
- A trust instrument evidencing the employer as the trustee or beneficiary of the trust.
- Any other duly recorded document evidencing employer's legal basis to assert private property rights over the property.

6. The applicant is an employer who intends to provide notice of its private property rights against criminal trespassers in accordance with Tenn. Code Ann. § 39-14-405(a). ☒ Yes ☐ No

Signature: This document must be signed by the employer or the individual authorized to act on behalf of the corporate employer.

By signing below, I certify that the statements in this application and all supplemental forms and documents are true and accurate to the best of my knowledge and belief. This signature must be notarized.

Signature of Authorized Employer: Thomas C. Stack

Print Title (Mr., Mrs., Ms., etc.): Mr. First: Thomas

MI: C Last: STACK

Position Title: Architect Date: 15 SEPT 15

Sworn to and Subscribed before me this 15th day of September, 2015.

Joann Spinnicchia

(Notary Public)

Commission Expires: 9-18-18

JOANN SPINNICCHIA
NOTARY PUBLIC - STATE OF NEW YORK
NO. 01SP6152748
QUALIFIED IN SUFFOLK COUNTY
MY COMMISSION EXPIRES SEPT. 18, 2018

The Division of Publications is ministerial in function with regard to the filing of the Application and supporting documents and is not responsible for verifying the accuracy or authenticity of the information or documents supplied.



BK: D362/41-44 BN: 48457
#:15101524 01/23/15 2:03 PM
TRN VALUE 337500.00
NTG TAX 0.00
TRN TAX 1248.75
REC FEE 20.00
DP FEE 2.00
REG FEE 1.00
TOTAL 1271.75

RECORDED BY: TAMMY
KAY GIBBONS, REGISTER
GILES, TENNESSEE

This instrument prepared by:

Robert C. Henry
HENRY, HENRY & UNDERWOOD, P.C.
Attorneys at Law
119 S. First St.
P. O. Box 458
Pulaski, TN 38478-0458

ELKTON PROPERTIES, LLC

TO ...

G4 2010, LLC, D/B/A PROMARK PERCUSSION, LLC

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$337,500), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Elkton Properties, LLC, has this day bargained and sold and does hereby sell, transfer, bargain and convey unto G4 2010, LLC d/b/a Promark Percussion, LLC, a New York limited liability company, its successors and/or assigns, in fee simple forever, the following described real estate:

A certain tract of land lying in the 9th Civil District of Giles County, Tennessee on the East side of George Whitfield Industrial Park Road and the West side of Interstate 65 and being more fully described as follows:

BEGINNING at an iron rod in the East margin of George Whitfield Industrial Park Road, the said rod being a corner with Mable Mitchell Estate (DB.330; PG. 889) and being the Southwest corner of the said tract, thence leaving the said rod with the margin of the said road, North 27 degrees 29 minutes 06 seconds West 621.75 feet to an iron rod set, the said rod being the Northwest corner of the said tract, thence leaving the said rod with an existing fence, North 42 degrees 28 minutes 09 seconds East 801.35 feet to an iron rod at a fence post corner in the West margin of Interstate 65, the said rod being the Northeast corner of the said tract, thence leaving the said rod with an existing fence and the West margin of Interstate 65, South 07 degrees 58 minutes 02 seconds East 784.82 feet to an iron rod at a fence corner, the said rod being the Southeast corner of the said tract, thence leaving the said rod with Mitchell and an existing fence, South 44 degrees 48 minutes 00 seconds West 515.02 feet to the point of beginning and containing 8.95 acres, more or less, as per survey of Thomas A. Campbell, II, TRLS #978, 118 S. First Street, Pulaski, TN 38478, dated February 28, 2011 and known in Office as Job Number TE1242.

And being the same property acquired by Elkton Properties, LLC by a Special Warranty Deed from Hubbell Power Systems, Inc., dated March 7, 2011 and being of record in Deed Book 346, page 315, Register's Office of Giles County, Tennessee to which reference is here made.

Map 158, Parcel 9.03

TO HAVE AND TO HOLD said above described real estate unto the said G4 2010, LLC d/b/a Promark Percussion, LLC, a New York limited liability company, its successors and/or assigns, in fee simple forever. Grantor warrants that it has a right to convey said property and that it will warrant the title to the aforesaid real property against the lawful claims of all persons claiming under it, but not further or otherwise. The above described property is being conveyed to Grantee in an "AS-IS" condition.

HENRY HENRY UNDERWOOD
P O BOX 458
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PULASKI, TN 38478

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2015 SEP 22 AM 10:28
SECRETARY OF STATE
PUBLIC RECORDS

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING SOLD WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY OR OTHERWISE) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, BUYER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS. EXCEPT FOR THE WARRANTY TO BE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER REGARDING THE PROPERTY WHATSOEVER, INCLUDING AS TO FITNESS FOR ANY PARTICULAR PURPOSE, OR MERCHANTABILITY. BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING SOLELY UPON ITS OWN INVESTIGATION OF THE PROPERTY AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PROPERTY. EXCEPT FOR THE WARRANTY TO BE CONTAINED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING, BUYER AND SELLER HEREBY AGREE THAT (A) BUYER IS TAKING THE PROPERTY "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY SELLER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE; (B) BUYER IS RELYING UPON ITS EXAMINATION OF THE PROPERTY AND THE CONDITION THEREOF; AND (C) BUYER TAKES THE PROPERTY UNDER THIS AGREEMENT WITH THE EXPRESS UNDERSTANDING THAT THERE ARE NO IMPLIED WARRANTIES AND NO EXPRESS WARRANTIES CONCERNING THE PROPERTY. NOTWITHSTANDING THE PRECEDING DISCLAIMER, THE SELLER SHALL NOT BE RELEASED FROM ANY ACTIVE CONCEALMENT OR FRAUDULENT NON DISCLOSURE OF ANY MATERIAL ISSUE RELATING TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO KNOWN ASBESTOS, UREA-FORMALDEHYDE, HAZARDOUS MATERIALS, MOLD OR OTHER SUCH CONTAMINATION OF THE PROPERTY.

Notwithstanding the generality of the foregoing, and except for the warranties of title included in the Special Warranty Deed, Seller makes no representations or warranties (express or implied) with respect to, and shall have no liability for: (a) the quality, nature, adequacy or physical condition of the Property, including the structural elements, foundation, roof, walls, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities, fixtures or appliances at the Property, if any; (b) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (c) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (d) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (e) the zoning or other legal status of the Property; (f) the Property's or its operations compliance with any applicable rules, codes, laws, regulations, statutes, ordinances, covenants, governmental requirements, or of any other person or entity; (g) the Property's compliance with any environmental protection, pollution or land use law, rule, regulation, order or requirements; (h) the quality of any labor or materials relating in any way to the Property; (i) the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, easement, reservations, covenant, condition, restriction or any other matter affecting title to the Property; (j) the presence of any hazardous substance in any improvement on the real property or personal property, including asbestos or urea- formaldehyde, or the presence of any environmentally hazardous waste, substance or material on or under the Property; or, (k) any other matter relating to the condition of the Property. . Without limiting the generality of the foregoing, Seller shall have no liability to Buyer with respect to the condition of the Property under common law, or under any federal, state or local law, rule, regulation, order or requirement, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A., § 9601 et seq., or any state environmental law, and Buyer releases and waives any and all claims which it may have against Seller with respect to the condition of the Property.

NO BOUNDARY SURVEY WAS MADE AT THE TIME OF THIS CONVEYANCE WITH THE LEGAL DESCRIPTION BEING THE SAME AS THE PREVIOUS DEED OF RECORD.

THIS DEED PREPARED SOLELY UPON INFORMATION FURNISHED BY THE PARTIES. THERE HAS BEEN NO TAX ADVICE, INCLUDING, BUT NOT LIMITED TO, INCOME OR GIFT TAX ADVICE ON THE TRANSFER OF THIS PROPERTY, NOR THE FILING (IF REQUIRED) OF ANY TAX RETURNS AND NO EXAMINATION OF THE TITLE BY THE PREPARER WHO ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION FURNISHED BY THE PARTIES AND SHOWN HEREIN.

POSSESSION passes with delivery of the deed, except for the rights of the Lessee as set forth in the Real Estate Purchase and Sale Agreement dated November 26, 2014, and the TAXES for the year 2015 and thereafter will be assumed by the Grantee.

Dated: This the 20th day of January, 2015.

ELKTON PROPERTIES, LLC

BY: [Signature]

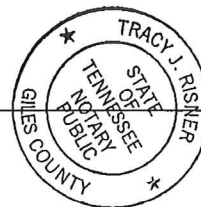
TITLE: Managing Member

STATE OF TENNESSEE
COUNTY OF GILES

Personally appeared before me, the undersigned, a Notary Public of said County and State, James T. Gaunt, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Managing Member of Elkton Properties, LLC, and that he, as such Managing Member, executed the within instrument for the purposes therein contained, by signing the name of the company by himself as Managing Member.

Witness my hand at office, this 20th day of January, 2015.

[Signature]
Notary Public



My Commission Expires: 11/21/17.

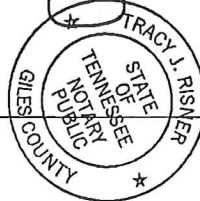
STATE OF TENNESSEE
COUNTY OF GILES

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$337,500, which amount is equal to or greater than the amount which property transferred would command at a fair and voluntary sale.

Robert
Affiant

Sworn to and subscribed before me on
this 20th day of January 2015.

Tracy Risner
Notary Public



My commission expires: 11/21/17.

Real property taxes will be paid by:

Name: G4 2010, LLC
d/b/a Promark Percussion, LLC
Address: Attn: John J. Burke
595 Smith Street
Farmingdale, NY 11735

Mail deed to: John J. Burke
D'Addario & Company, Inc.
595 Smith Street
Farmingdale, NY 11735

F:\Home\Tracy\Deeds\G4, LLC

TOMMY HYATT DATE 1-23-15
GILES COUNTY ASSESSOR OF PROPERTY
DIST 9 MAP 158 GRP PCL 9.03

THIS INSTRUMENT PREPARED BY:
Mark Jendrek, Attorney
P. O. Box 549
Knoxville, Tennessee 37901
(865) 824-1900

The preparer of this instrument makes no representation as to the state of title to the property herein conveyed, nor to the property description other than that it was accurately transcribed from information provided by others at the time this instrument was drafted, executed, and delivered.



BK: D362/45-47 BN: 48457
#:15101525 01/23/15 2:03 PM
MTG TAX 0.00
TRN TAX 0.00
REC FEE 15.00
DP FEE 2.00
REG FEE 0.00
TOTAL 17.00

RECORDED BY: TAMMY

KAY GIBBONS, REGISTER
GILES, TENNESSEE

RESPONSIBLE TAXPAYER and OWNER: G4 2010, LLC
Address: Attn: John J. Burke
595 Smith Street
Farmingdale, New York 11735

Parcel ID: 158 - 9.03

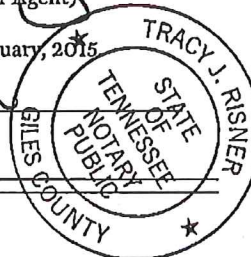
I hereby swear or affirm that the actual consideration for this transfer is \$-0-.

Robert
Responsible Taxpayer (or Agent)

Subscribed and sworn to before me this 20th day of January, 2015

Tracy J. Risner
Notary Public

My Commission Expires: 11/21/17



QUITCLAIM DEED

THIS INDENTURE, made this 20th day of January, 2015, between Elkton Properties, LLC, a Tennessee limited liability company ("Grantor"), and G4 2010, LLC, a New York limited liability company ("Grantee").

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed, remised, released, and QUITCLAIMED, and does hereby grant, bargain, sell, convey, remise, release, and QUITCLAIM unto Grantee all the respective estate, right, title, and interest of Grantor in and to the following real property, as such interests are described below, together with the hereditaments and appurtenances thereto appertaining, hereby releasing, if applicable, all claims to homestead, dower and curtesy therein:

Situate in the 9th Civil District of Giles County, Tennessee, shown on Giles County CLT Map 158 as Parcel 9.03, and being bounded and described as follows:

Beginning at a 1½ inch rebar set and capped, Phillips 1994, on the east margin of George Whitfield Industrial Park Road, 60.0 feet right-of-way, same being the southwest corner of the City of Elkton, Tennessee property, ref. D.B. 194 Pg. 671, and the northwest corner of the property herein described, said rebar being further described as being located South 34°59'01" East, a distance of 1353.80 feet from a railroad spike set at the centerline intersection of said George Whitfield Industrial Park Road and Baugh Road;

Thence, from the point of beginning, leaving the east margin of said George Whitfield Industrial Park Road and with the south boundary of said City of Elkton, Tennessee property, North 46°24'54" East, a distance of 4.36 feet to a 1½ inch rebar

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HENRY HENRY UNDERWOOD
P O BOX 458
PICK UP
PULASKI, TN 38478

found and North 46°24'54" East, a distance of 28.62 feet to a 1½ inch rebar set and capped, Phillips 1994, at a metal fence post;

Thence, continuing with the south boundary of said City of Elkton, Tennessee property and then with the south boundary Giles County, Tennessee and Town of Elkton, Tennessee property, ref. D.B. 189 Pg. 126, same being an established meandering fence, North 46°22'44" East, a distance of 214.98 feet to a 1½ inch rebar set and capped, Phillips 1994, at a metal fence post and North 46°14'48" East, a distance of 553.12 feet to a 1½ inch rebar set and capped, Phillips 1994, at a fence corner on the west margin of U.S. Interstate 65, 106.2 feet from the centerline of its south bound lane, at the southwest corner of said Giles County, Tennessee and Town of Elkton, Tennessee property, same being the northeast corner of the property herein described;

Thence, with the west margin of said U.S. Interstate 65, South 04°07'35" East, a distance of 519.87 feet to a 1½ inch rebar set and capped, Phillips 1994, at a metal fence post, located 106.8 feet west of the centerline of its south bound lane, South 04°09'06" East, a distance of 218.02 feet to a metal fence post, located 107.1 feet west of the centerline of its south bound lane, and South 02°37'37" East, a distance of 50.03 feet to a 1½ inch rebar set and capped, Phillips 1994, at an iron rod found at a wood fence post on the west margin of said U.S. Interstate 65, 108.5 feet from the centerline of its south bound lane, same being a corner of the Cindy Mitchell property, ref. D.B. 329 Pg. 557, and the southeast corner of the property herein described;

Thence, with the north boundary of said Cindy Mitchell property, same being an established meandering fence, South 48°45'50" West, a distance of 282.61 feet to a 1½ inch rebar set and capped, Phillips 1994, at a wood fence post, South 48°37'24" West, a distance of 96.20 feet to a metal fence post and South 50°21'10" West, a distance of 91.57 feet to a 1½ inch rebar set and capped, Phillips 1994, in said fence;

Thence, leaving said fence and continuing with the north boundary of said Cindy Mitchell property, South 54°58'44" West, a distance of 30.16 feet to a 1½ inch rebar set and capped, Phillips 1994, on the east margin of the previously mentioned George Whitfield Industrial Park Road, 60.0 right-of-way, same being the southwest corner of the property herein described;

Thence, with the east margin of said road, North 14°23'02" West, a distance of 25.46 feet, North 23°34'48" West, a distance of 37.00 feet, North 25°26'49" West, a distance of 146.00 feet, North 25°26'16" West, a distance of 72.95 feet, North 24°58'40" West, a distance of 102.30 feet, North 24°56'07" West, a distance of 109.03 feet and North 24°32'29" West, a distance of 121.03 feet to the **point of beginning** and containing 8.97 acres, according to a survey by John G. Phillips, Tennessee RLS No. 1994, dated December 22, 2014, and bearing Drawing No. 14-303.

The above described property is subject to all presently existing road right of way easements, all existing utility easements, and all existing ingress and egress easements, recorded or unrecorded.

Being the same property conveyed to the Grantor herein by instrument of record in Deed Book 346, Page 315, in the Register of Deeds Office for Giles County, Tennessee.

Together with all easements and other appurtenances appertaining thereto.

Words of any gender shall be deemed to include any other gender, and a reference to the singular shall include the plural, and vice versa, unless the context indicates that such reading would be inappropriate.

IN WITNESS WHEREOF, Grantor has executed this instrument the day and year first above written.

Grantor:

Elkton Properties, LLC

By: [Signature]
Its: [Signature]

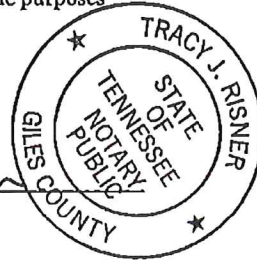
STATE OF TENNESSEE

COUNTY OF GILES

Personally appeared before me, the undersigned, a Notary Public of said County and State, Thomas I. Gaume, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing Member of Elkton Properties, LLC, and that he, as such Managing Member, executed the within instrument for the purposes therein contained by signing the name of the company by himself as Managing Member.

Witness my hand at office, this 20th day of January, 2015.

[Signature]
Notary Public



My Commission Expires: 11/21/17

TOMMY HYATT DATE 1-23-15
GILES COUNTY ASSESSOR OF PROPERTY

DIST 9 MAP 158 GRP PCL 9.03